

# NOTICE

## **NO HAND CARRIED BIDS! NO MAILED BIDS!**

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX at the address noted below. All handcarried offers/proposals will be rejected. Any attempt to hand carry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. See Section L of the solicitation for submission of offers.(Service/Supply). Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS at the delivery point. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

All UPS and FEDEX deliveries are to be made to the Ford House Office Building at the following address:

Architect of the Capitol  
Procurement Division  
Ford House Office Building  
Attn: Mrs. Shola Matthews-Aroloye,  
Contract Specialist  
Room H2-263  
Second and "D" Streets, S.W.  
Washington, DC 20515

# NOTICE TO CONTRACTORS

The Architect of the Capitol anticipates that in 2006 the agency's contractors will have to register with the Central Contractor Registration (CCR) database. This is the primary vendor database for the U.S. Federal Government and the CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

Registration in the CCR will become mandatory in order to be awarded contracts by the Federal Government. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status.

CCR validates the vendor information and electronically shares the secure and encrypted data with the federal agencies finance offices to facilitate paperless payments through electronic funds transfer (EFT).

The AOC is now encouraging all vendors to register with the CCR if they are not already registered. Vendors can register on line at <http://www.ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

<b>SOLICITATION, OFFER AND AWARD</b> Architect of the Capitol - January 2004		REQUISITION NO. HB060122		PROJECT NO.	PAGE 1	OF 38	PAGES
1. CONTRACT NO.		2. SOLICITATION NO.  <b>RFP060114</b>		3. TYPE OF SOLICITATION ____ SEALED BID (IFB) <u>  X  </u> NEGOTIATED (RFP)		4. DATE ISSUED  <b>June 5, 2006</b>	
5. ISSUED BY  <b>ARCHITECT OF THE CAPITOL</b> United States Capitol Washington, D.C. 20515				6. ADDRESS OFFER TO (If other than Item 5) Architect of the Capitol Procurement Division Ford House Office Building Attn: Shola Matthews-Aroloye Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SUBJECT: <b>Laundry Services for the U.S. House Office Buildings, Washington, D.C.</b>							

## SOLICITATION

7. Sealed offers as described in Article L.10 for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until <b>July 12, 2006 1: 00 P.M.</b> , Local Time CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: <b>Shola Matthews-Aroloye</b> TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(202) 226-0641</b>	

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### OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.					
10. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
11. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	____ CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
13A. NAME AND ADDRESS OF OFFEROR		DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
13B. TELEPHONE & FACSIMILE NOS. (Include area codes)		13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -ENTER ____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE	16. OFFER DATE

### AWARD (To be completed by Government)

17. ACCEPTED AS TO ITEMS NUMBERED		18. AMOUNT		19. ACCOUNTING AND APPROPRIATION	
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE				21. SUBMIT INVOICE FOR PAYMENT TO: <b>FAX 202-226-2580</b>	
22. NAME OF CONTRACTING OFFICER (Type or print)  Shola Matthews-Aroloye CONTRACTING OFFICER				23. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
				24. AWARD DATE	

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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## SECTION B

### SUPPLIES OR SERVICES AND PRICE/COST

#### **B.1 GENERAL PURPOSE**

- .1 The Contractor shall provide the necessary personnel, equipment and materials to provide laundry service by means of an Indefinite Quantity type contract using fixed-prices per item as scheduled in Article B.2 below.

#### **B.2 SCHEDULE OF ITEMS**

##### **SCHEDULE FOR BASE YEAR (OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007 INCLUSIVE)**

<u>Item No.</u>	<u>Supplies/Service</u>	<u>Est. Quantities</u>		<u>Unit Price</u>	<u>Amount</u>
<u>GROUP A</u>					
01.	Towels, Bath, 26" x 50" Approximately 5,000 per month.	Approx. 60,000	x	_____	_____
02.	Robes, Bath, Approximately, 40 per month.	Approx. 480	x	_____	_____
03.	Towels, Surgical, Approximately 50 per month.	Approx. 600	x	_____	_____
04.	Blanket, Wool Approximately 2 per month.	Approx. 24	x	_____	_____
<u>GROUP B</u>					
05.	Towels, Hand, 17" x 22", Approximately 40,000 per month.	Approx. 480,000	x	_____	_____
<u>GROUP C</u>					
06.	Sheets, Single Approximately 50 per month.	Approx. 600	x	_____	_____
07.	Pillow Cases, Standard, Approximately 50 per month.	Approx. 600	x	_____	_____
08.	Spreads, Bed, Approximately 15 per month.	Approx. 180	x	_____	_____
09.	Cloth, Table, Large Approximately 10 per month.	Approx. 120	x	_____	_____

**GROUP D**

10.	Mop, Dust, Approximately 200 per month.	Approx. 2,400	x	_____	_____
11.	Mop, Dust, Treated Approximately 100 per month.	Approx. 1,200	x	_____	_____
12	Fee for Added Security Delays	Approx. 260	x	_____	_____

**TOTAL BASE PERIOD** \_\_\_\_\_

**SCHEDULE FOR OPTION YEAR NO. 1  
(OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008)**

<u>Item No.</u>	<u>Supplies/Service</u>	<u>Est. Quantities</u>		<u>Unit Price</u>	<u>Amount</u>
<u>GROUP A</u>					
101	Towels, Bath, 26" x 50" Approximately 5,000 per month.	Approx. 60,000	x	_____	_____
102	Robes, Bath, Approximately, 40 per month.	Approx. 480	x	_____	_____
103	Towels, Surgical, Approximately 50 per month.	Approx. 600	x	_____	_____
104	Blanket, Wool Approximately 2 per month.	Approx. 24	x	_____	_____
<u>GROUP B</u>					
105	Towels, Hand, 17" x 22", Approximately 40,000 per month.	Approx. 480,000	x	_____	_____
<u>GROUP C</u>					
106	Sheets, Single Approximately 50 per month.	Approx. 600	x	_____	_____
107	Pillow Cases, Standard, Approximately 50 per month.	Approx. 600	x	_____	_____
108	Spreads, Bed, Approximately 15 per month.	Approx. 180	x	_____	_____
109	Cloth, Table, Large Approximately 10 per month.	Approx. 120	x	_____	_____
<u>GROUP D</u>					
110	Mop, Dust, Approximately 200 per month.	Approx. 2,400	x	_____	_____
111	Mop, Dust, Treated Approximately 100 per month.	Approx. 1,200	x	_____	_____
112	Fee for Added Security Delays	Approx. 260	x	_____	_____
<b>TOTAL OPTION PERIOD NO. 1</b>					_____

**SCHEDULE FOR OPTION YEAR NO. 2  
(OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009)**

<b><u>Item No.</u></b>	<b><u>Supplies/Service</u></b>	<b><u>Est. Quantities</u></b>	<b><u>Unit Price</u></b>	<b><u>Amount</u></b>
<b><u>GROUP A</u></b>				
201	Towels, Bath, 26" x 50" Approximately 5,000 per month.	Approx. 60,000	x	_____
202	Robes, Bath, Approximately, 40 per month.	Approx. 480	x	_____
203	Towels, Surgical, Approximately 50 per month.	Approx. 600	x	_____
204	Blanket, Wool Approximately 2 per month.	Approx. 24	x	_____
<b><u>GROUP B</u></b>				
205	Towels, Hand, 17" x 22", Approximately 40,000 per month.	Approx. 480,000	x	_____
<b><u>GROUP C</u></b>				
206	Sheets, Single Approximately 50 per month.	Approx. 600	x	_____
207	Pillow Cases, Standard, Approximately 50 per month.	Approx. 600	x	_____
208	Spreads, Bed, Approximately 15 per month.	Approx. 180	x	_____
209	Cloth, Table, Large Approximately 10 per month.	Approx. 120	x	_____
<b><u>GROUP D</u></b>				
210	Mop, Dust, Approximately 200 per month.	Approx. 2,400	x	_____
211	Mop, Dust, Treated Approximately 100 per month.	Approx. 1,200	x	_____
212	Fee for Added Security Delays	Approx. 260	x	_____
<b>TOTAL OPTION PERIOD NO. 2</b>				_____



**SCHEDULE FOR OPTION YEAR NO. 3  
(OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010)**

<u>Item No.</u>	<u>Supplies/Service</u>	<u>Est. Quantities</u>		<u>Unit Price</u>	<u>Amount</u>
<u>GROUP A</u>					
301	Towels, Bath, 26" x 50" Approximately 5,000 per month.	Approx. 60,000	x	_____	_____
302	Robes, Bath, Approximately 40 per month.	Approx. 480	x	_____	_____
303	Towels, Surgical, Approximately 50 per month.	Approx. 600	x	_____	_____
304	Blanket, Wool Approximately 2 per month.	Approx. 24	x	_____	_____
<u>GROUP B</u>					
305	Towels, Hand, 17" x 22", Approximately 40,000 per month.	Approx. 480,000	x	_____	_____
<u>GROUP C</u>					
306	Sheets, Single Approximately 50 per month.	Approx. 600	x	_____	_____
307	Pillow Cases, Standard, Approximately 50 per month.	Approx. 600	x	_____	_____
308	Spreads, Bed, Approximately 15 per month.	Approx. 180	x	_____	_____
309	Cloth, Table, Large Approximately 10 per month.	Approx. 120	x	_____	_____
<u>GROUP D</u>					
310	Mop, Dust, Approximately 200 per month.	Approx. 2,400	x	_____	_____
311	Mop, Dust, Treated Approximately 100 per month.	Approx. 1,200	x	_____	_____
312	Fee for Added Security Delays	Approx. 260	x	_____	_____
<b>TOTAL OPTION PERIOD NO. 3</b>					_____

**SCHEDULE OPTION YEAR NO. 4  
(OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011)**

<u>Item No.</u>	<u>Supplies/Service</u>	<u>Est. Quantities</u>		<u>Unit Price</u>	<u>Amount</u>
<u>GROUP A</u>					
401	Towels, Bath, 26" x 50" Approximately 5,000 per month.	Approx. 60,000	x	_____	_____
402	Robes, Bath, Approximately, 40 per month.	Approx. 480	x	_____	_____
403	Towels, Surgical, Approximately 50 per month.	Approx. 600	x	_____	_____
404	Blanket, Wool Approximately 2 per month.	Approx. 24	x	_____	_____
<u>GROUP B</u>					
405	Towels, Hand, 17" x 22", Approximately 40,000 per month.	Approx. 480,000	x	_____	_____
<u>GROUP C</u>					
406	Sheets, Single Approximately 50 per month.	Approx. 600	x	_____	_____
407	Pillow Cases, Standard, Approximately 50 per month.	Approx. 600	x	_____	_____
408	Spreads, Bed, Approximately 15 per month.	Approx. 180	x	_____	_____
409	Cloth, Table, Large Approximately 10 per month.	Approx. 120	x	_____	_____
<u>GROUP D</u>					
410	Mop, Dust, Approximately 200 per month.	Approx. 2,400	x	_____	_____

411	Mop, Dust, Treated Approximately 100 per month.	Approx. 1,200	x	_____	_____
412	Fee for Added Security Delays	Approx. 260	x	_____	_____

**TOTAL OPTION PERIOD NO. 4** \_\_\_\_\_

**TOTAL PRICE (BASE PERIOD + 4 OPTION PERIODS)** \_\_\_\_\_

### **B.3 ESTIMATED QUANTITIES**

**.1** The quantities and their corresponding extended amounts presented herein are estimates only and their inclusion does not bind the Government to the procurement of the exact quantities listed.

### **B.4 UNIT PRICE**

The unit price shall include all costs associated with ensuring that labor and services required to provide laundry services for the United States House Office Buildings, Washington, D.C., are furnished during the terms of the contract as described in the article entitled “SCOPE AND DESCRIPTION OF WORK” in Section C. 2. The unit price shall take precedence over the total price.

**END OF SECTION B**

## SECTION C

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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## SECTION C

### DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### **C.1 BACKGROUND**

.1 This is a Fixed-Price Indefinite Quantity contract to provide laundry service for the United States House Office Buildings at prepriced unit prices.

#### **C.2 SCOPE AND DESCRIPTION OF WORK**

.1 The Contractor shall furnish all equipment, labor and services required to provide laundry service for the United States House Office Buildings, Washington, D.C., during the term of the contract as defined in the article entitled "TERM OF CONTRACT" in Section F.

.3 The quantities of items to be laundered cannot be estimated in advance. The estimated quantities listed in the article entitled "SCHEDULE OF ITEMS" in Section B are representative of a typical four week period, and are given for informational purposes only.

#### **C.3 CONTRACTOR REQUIREMENTS**

.1 All work shall be of the highest quality, meeting normal industry standards. Finishing of all items in each Group shall be accomplished as specified below:

.1 GROUP A - Wash, fluff dry, and neatly fold to a standard size allowing for a minimum differential.

.2 GROUP B - Wash, fluff dry and quarter folded. Tied in stacks of 25 to a bundle.

.3 GROUP C - Wash, fluff dry, pressed and folded to best commercial standards.

.4 GROUP D - Mops shall be washed separately from other items in the Schedule.

END OF SECTION C

## SECTION E

### INSPECTION AND ACCEPTANCE

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## SECTION E

### INSPECTION AND ACCEPTANCE

#### **E.1 INSPECTION AND ACCEPTANCE**

**.1** The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

**.2** Inspection and acceptance will be performed at:

Cannon House Office Building - Room B-98, 1st St. & Independence Ave. S.E. - 20515

Longworth House Office Building - Room SB-228, Independence & N.J. Aves., S.E. - 20515

Rayburn House Office Building - Room SB-356 and SB-322, Independence Ave. & S. Capitol St., S.W. - 20515

U.S. Capitol Building - Room HT-47, Washington, D.C. 20515

#### **E.2 CLAUSES INCORPORATED BY REFERENCE**

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR REFERENCE</u>
INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996	52.246-4
WARRANTY OF SERVICES	MAY 2001	52.246-20

END OF SECTION E

## SECTION F

### DELIVERIES OR PERFORMANCE

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## **DELIVERIES OR PERFORMANCE**

### **F.1 AOC52.211-4 TERM OF CONTRACT (JUNE 2004)**

**.1** The term of contract shall be from October 1, 2006 through September 30, 2007 with four option periods. Term of performance for Option Periods if exercised, shall be as follows:

Option Period 1: October 1, 2007 through September 30, 2008,  
Option Period 2: October 1, 2008 through September 30, 2009,  
Option Period 3: October 1, 2009 through September 30, 2010,  
Option Period 4: October 1, 2010 through September 30, 2011.

### **F.2 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from

the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

### **F.3 PICKUP, DELIVERY AND HANDLING**

- .1 The contractor shall pick up soiled articles and deliver laundered materials on a daily basis Monday through Friday, except on legal holidays. Pick up and delivery of items shall take place before 7:00 A.M. Laundered materials shall be delivered within 48 hours after pick up; with the exception that soiled articles picked up by the Contractor on Friday shall not be required for delivery, laundered, until the following Wednesday.

### **F.4 PICKUP AND DELIVERY LOCATIONS**

- .1 Pickup and delivery of items shall be performed at the following locations:

Cannon House Office Building - Room B-98, 1st St. & Independence Ave. S.E. - 20515

Longworth House Office Building - Room SB-228, Independence & N.J. Ave., S.E. - 20515

Rayburn House Office Building - Room SB-356 and SB-322, Independence Ave. & S. Capitol St., S.W. - 20515

U.S. Capitol Building - Room HT-47, Washington, D.C. 20515

END OF SECTION F

## SECTION G

### CONTRACT ADMINISTRATION DATA

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## SECTION G

### CONTRACT ADMINISTRATION DATA

#### G.1 AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

#### G.2 AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JUN 2004)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies or cost, or (b) the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

#### G.3 AOC52.223-5 SPECIAL SECURITY REQUIREMENTS - SERVICES (JUN 2005)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each

employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police Headquarters, 119 D Street, N.E.

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor.

(h) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through a magnetometer. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(I) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(j) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(End of clause)

#### G.4 AOC52.223-7 SPECIAL SECURITY CLEARANCE AND INSPECTION PROCEDURES (JUN 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of the work will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" in Section J for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building.

(End of clause)

#### G.5 AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (SEP 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS).* All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (I) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *40 P Street SE inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 40 P Street, SE, in compliance with instructions as provided elsewhere in this contract.

(End of clause)

## **G.6 INVENTORY CONTROL**

**.1** The Contractor shall be liable for the return of the articles picked-up for service under this contract, in accordance with the count as reflected on the "INVENTORY CONTROL VOUCHER" (ICV); see sample attached in Section J. A separate ICV will be completed for each pick-up and verified against the ICV at the time of delivery.

**.2** Two copies of each verified ICV shall be given to the Contractor's representative at the time of delivery; one of which shall be submitted with the Contractor's payment invoice. Failure of the

Contractor's representative to verify, by signature on the ICV, any of the ICV totals will be at the Contractor's own risk for purposes of determining any loss of, or damage to, the articles to be serviced under this contract (see the article entitled "LOSS AND DAMAGE", below).

#### G.7 LOSS AND DAMAGE

.1 The Contractor shall indemnify the Government for any property delivered to the Contractor for servicing under this contract which is lost, or which is damaged and, in the opinion of the Contracting Officer, cannot be repaired satisfactorily. In either of these events, the Contractor shall pay to the Government the value thereof in accordance with Federal Supply Schedule price lists. If the property is not on these price lists, the Contracting Officer shall determine a fair and just price. Credit shall be allowed for any depreciation in the value of the property at the time of loss or damage, and the parties hereto shall determine the amount of the allowable credit. If the parties fail to agree upon the value of the property, or fail to agree on the amount of credit due, the dispute shall be determined as provided in the article entitled "DISPUTES" of Section I.

.2 The payment of the lost property will be applied as a credit on the current monthly invoice at the time the amount of the allowable credit is agreed upon by the Contracting Officer and the Contractor.

.3 In case of damage to any property which the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the property at their own expense in a manner satisfactory to the Contracting Officer.

END OF SECTION G



**SECTION I  
CONTRACT CLAUSES**

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## **SECTION I CONTRACT CLAUSES**

### **AOC52.202-1      DEFINITIONS (JUN 2004)**

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
- (b) The term "Architect" as used herein means the Architect of the Capitol.
- (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

### **AOC52.203-1      ADVERTISING/PROMOTIONAL MATERIALS (JUN 2004)**

- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(End of clause)

AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC  
(JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.203-3 OFFICIALS NOT TO BENEFIT (NOV 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

AOC52.203-4 DISSEMINATION OF CONTRACT INFORMATION (NOV 2004)

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum”. The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum”.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2010.

(End of clause)

AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  
(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only;  
It is not a Wage Determination*

Employee Class

Monetary Wage - Fringe Benefits

Truck Driver, medium truck (WG-7)	\$18.48	
1. FERS Benefit		\$2.96
2. Medicare		.28
3. Social Security		1.15
4. Thrift Savings Plan		.92
5. Life		.09
6. Health		<u>1.66</u>
	TOTAL	\$25.54

*This Statement is for Information Only;  
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits	
Washer, Machine Waherman (WG-5)	\$15.59/hr.	
1. FERS Benefit		\$2.49
2. Medicare		.23
3. Social Security		.97
4. Thrift Savings Plan		.78
5. Life		.08
6. Health		<u>1.40</u>
	TOTAL	\$21.55

*This Statement is for Information Only;  
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits	
Assembler (Sorter) (WG-4)	\$14.14/hr.	
1. FERS Benefit		\$2.26
2. Medicare		.21
3. Social Security		.88
4. Thrift Savings Plan		.68
5. Life		.71
6. Health		<u>1.27</u>
	TOTAL	\$19.54

(End of clause)

AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082©)(2).

(End of clause)

AOC52.222-5 COLLECTIVE BARGAINING AGREEMENTS (JUN 2004)

The Contractor shall comply with the requirements of Paragraph 52.222-41(m), Service Contract Act of 1965, as amended, regarding collective bargaining agreements. The information required shall be FAXED to 202-225-3221 or hand carried to: Procurement Division, Room H2-263, Ford House Office Building, 2nd and "D" Streets, S.W., Washington, D.C. - 20515. The agreement can also be FEDEXed to the following address:

Architect of the Capitol  
Procurement Division  
Ford House Office Building  
Attn: Shola Matthews-Aroloye  
Room H2-263  
Second and "D" Streets, S.W.  
Washington, DC 20515

(End of clause)

AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

AOC52.223-9 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS  
(SEP 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.



(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

AOC 52.228-2      INSURANCE - WORK ON A GOVERNMENT INSTALLATION  
(SEP 2004)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

AOC52.228-4            INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (JUN 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

FAR 52.232-18      AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

FAR 52.232-19      AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR  
(APR 1984)

Funds are presently not available for performance under this contract beyond September 30, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

AOC52.232-2      PAYMENTS - SERVICES (JUN 2004)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Until further notice, properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D.of Contractor;
- (3) Invoice Date;
- (4) Period the payment covers; and
- (5) Amount by line item including quantity and unit pricing (see "SCHEDULE OF ITEMS" in Section B).

(b) *Requirement when contractor employee(s) is provided on-site office space.* As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(c) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.

(End of clause)

AOC52.232-6      PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN  
CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either—

(I) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (I) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be

applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

(I) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and --

(I) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (I) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the

assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(I) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph ©) of this clause. The information required is as follows:

- (1) The contract number;
- (2) The contractor's name and remittance address as stated in the contract(s);
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
- (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and
- (5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

- (k) Designated office:  
Name:  
Architect of the Capital  
Accounting Division  
Mailing Address:  
2<sup>nd</sup> and D Streets SW  
Ford House Office Building  
Washington, DC 20515  
Telephone:  
(202) 226-2552  
Facsimile:  
(202) 225-7321

(End of clause)

AOC52.232-7 DISCOUNTS (AUG 2004)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

- (a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to

the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be



construed as making final the decision of any administrative official, representative, or board on a question of law.  
(End of clause)

AOC52.233-2            CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND  
RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.233-4            DAMAGES FOR DELAY (NOV 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

- (a) For the purposes of this clause, Government-furnished “property” includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.
- (b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.
- (c) The Contracting Officer’s Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.
- (d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor’s representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor’s representative shall be responsible for ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.
- (e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.
- (f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the “Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol” before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.
- (g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

FAR 52.246-20      WARRANTY OF SERVICES (MAY 2001)

(a) *Definition.* "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within seven (7) calendar from the date of delivery by the contractor of the materials and/or period of time. This notice shall state either -

(1) That the Contractor shall correct or reperform any defective or nonconforming services;  
or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

FAR 52.217-8      OPTION TO EXTEND SERVICE (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 (six) months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 (sixty) days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

.1 The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

.2 If the Government exercises this option, the extended contract shall be considered to include this option clause.

.3 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

[www.gsa.gov](http://www.gsa.gov) or [www.govcon.com](http://www.govcon.com)

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989	52.222-41
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23

PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	52.237-2
BANKRUPTCY	JULY 1995	52.242-13
CHANGES--FIXED-PRICE	AUG 1987	52.243-1
ALTERNATE I	APR 1984	
PERMITS, AUTHORITIES, OR FRANCHISES	JAN 1997	52.247-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	52.249-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
END OF SECTION I		

**OFFICE OF THE ARCHITECT OF THE CAPITOL  
U.S. HOUSE OFFICE BUILDINGS  
LAUNDRY INVENTORY CONTROL VOUCHER**

**CONTRACT** \_\_\_\_\_

**Date** \_\_\_\_\_ **20** \_\_\_\_\_

	<b><u>TOTAL NO. PICKED-UP</u></b>	<b><u>TOTAL NO. DELIVERED</u></b>
<b>1. Towels, Bath, 26" x 50"</b>	_____	_____
<b>2. Robes, Bath</b>	_____	_____
<b>3. Towels, Hand, 17" x 22"</b>	_____	_____
<b>4. Sheets, Single</b>	_____	_____
<b>5. Pillow Cases, Standard</b>	_____	_____
<b>6. Spreads, Bed</b>	_____	_____
<b>7. Mop, Dust</b>	_____	_____

**AOC REPRESENTATIVE**

**CONTRACTOR REPRESENTATIVE**

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

\*\*\*\* NOTICE \*\*\*\*

TO: ALL VENDORS/CONTRACTORS/CONSULTANTS

FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors, contractors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (ie. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore, to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned with your bid or offer as set forth in Section G of the solicitation.

**PAYMENT INFORMATION FORM  
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

**Debt Collection Improvement Act of 1996**

**PAPERWORK REDUCTION ACT STATEMENT**

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

**COMPANY INFORMATION**

NAME:

ADDRESS:

CONTRACT NUMBER: **AOC-**\_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER (TIN):

CONTACT PERSON NAME:

TELEPHONE NUMBER: (    )

FAX NUMBER: (    )

**AGENCY INFORMATION**

NAME:     ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS:   ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

FAX NUMBER: (202) 225-7321

CONTACT PERSON NAME: MR. JAMES JARBOE

TELEPHONE NUMBER: (202) 226-2552

**FINANCIAL INSTITUTION INFORMATION**

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

TELEPHONE NUMBER: (    )

NINE DIGIT ROUTING TRANSIT NUMBER: \_\_\_\_\_

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT:    \_\_\_\_\_ CHECKING    \_\_\_\_\_ SAVINGS    \_\_\_\_\_ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:





UNITED STATES CAPITOL POLICE  
WASHINGTON, D.C. 20510-7218

CP-491  
(4-04)

**REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS**

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. Name: (Last, First, Middle) \_\_\_\_\_ Address: \_\_\_\_\_  
Street & No. \_\_\_\_\_  
City & State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Tele: \_\_\_\_\_

2. Other Names Ever Used: (e.g. maiden name, nickname, ect. If you have never used another name write "None".) \_\_\_\_\_

3. Date of Birth: (Month, Day, Year) \_\_\_\_\_ 4. Birthplace: (City and State or Country) \_\_\_\_\_

5. Social Security Number: \_\_\_\_\_ 6. Gender: \_\_\_\_\_  
Male Female

7. Race: \_\_\_\_\_ 8. Height: \_\_\_\_\_ 9. Weight: \_\_\_\_\_ 10. Eye Color: \_\_\_\_\_ 11. Hair Color: \_\_\_\_\_

**SIGNATURE AND RELEASE OF INFORMATION:**

**READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:**

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. Signature: \_\_\_\_\_ 13. Date: \_\_\_\_\_

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 | WASHINGTON D.C. 20210

William W.Gross Division of | Revision No.: 35  
 Director Wage Determinations | Date Of Last Revision: 05/23/2006

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States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St  
 Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King  
 George, Loudoun, Prince William, Stafford

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
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01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	12.16
01012 - Accounting Clerk II	12.86
01013 - Accounting Clerk III	14.89
01014 - Accounting Clerk IV	16.65
01030 - Court Reporter	17.02
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	15.10
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.30
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	18.89

01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11
01312 - Secretary II	17.31
01313 - Secretary III	19.30
01314 - Secretary IV	21.45
01315 - Secretary V	23.75
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	15.15
01342 - Stenographer II	16.47
01400 - Supply Technician	21.45
01420 - Survey Worker (Interviewer)	16.43
01460 - Switchboard Operator-Receptionist	12.06
01510 - Test Examiner	17.31
01520 - Test Proctor	17.31
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	15.10
01613 - Word Processor III	17.02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.10
03041 - Computer Operator I	15.10
03042 - Computer Operator II	17.02
03043 - Computer Operator III	18.89
03044 - Computer Operator IV	21.09
03045 - Computer Operator V	23.35
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.10
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88

05370 - Tire Repairer	14.43	
05400 - Transmission Repair Specialist	19.98	
07000 - Food Preparation and Service Occupations		
(not set) - Food Service Worker	9.91	
07010 - Baker	12.25	
07041 - Cook I	11.53	
07042 - Cook II	12.79	
07070 - Dishwasher	9.76	
07130 - Meat Cutter	16.07	
07250 - Waiter/Waitress	8.59	
09000 - Furniture Maintenance and Repair Occupations		
09010 - Electrostatic Spray Painter	18.05	
09040 - Furniture Handler	12.55	
09070 - Furniture Refinisher	18.05	
09100 - Furniture Refinisher Helper	13.85	
09110 - Furniture Repairer, Minor	16.01	
09130 - Upholsterer	18.05	
11030 - General Services and Support Occupations		
11030 - Cleaner, Vehicles	9.67	
11060 - Elevator Operator	9.79	
11090 - Gardener	14.27	
11121 - House Keeping Aid I	9.97	
11122 - House Keeping Aid II	10.77	
11150 - Janitor	10.12	
11210 - Laborer, Grounds Maintenance	11.65	
11240 - Maid or Houseman	9.97	
11270 - Pest Controller	12.49	
11300 - Refuse Collector	11.69	
11330 - Tractor Operator	14.00	
11360 - Window Cleaner	10.51	
12000 - Health Occupations		
12020 - Dental Assistant	16.90	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83	
12071 - Licensed Practical Nurse I	15.86	
12072 - Licensed Practical Nurse II	17.79	
12073 - Licensed Practical Nurse III	19.92	
12100 - Medical Assistant	12.94	
12130 - Medical Laboratory Technician	16.32	
12160 - Medical Record Clerk	14.96	
12190 - Medical Record Technician	16.47	
12221 - Nursing Assistant I	9.32	
12222 - Nursing Assistant II	10.48	
12223 - Nursing Assistant III	11.94	
12224 - Nursing Assistant IV	13.40	
12250 - Pharmacy Technician	13.02	
12280 - Phlebotomist	13.40	
12311 - Registered Nurse I	24.92	
12312 - Registered Nurse II	29.47	
12313 - Registered Nurse II, Specialist	29.47	
12314 - Registered Nurse III	35.65	

12315 - Registered Nurse III, Anesthetist	35.65	
12316 - Registered Nurse IV	42.73	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	20.85	
13011 - Exhibits Specialist I	17.98	
13012 - Exhibits Specialist II	23.33	
13013 - Exhibits Specialist III	28.07	
13041 - Illustrator I	18.73	
13042 - Illustrator II	23.42	
13043 - Illustrator III	28.82	
13047 - Librarian	24.54	
13050 - Library Technician	17.18	
13071 - Photographer I	14.67	
13072 - Photographer II	17.18	
13073 - Photographer III	21.52	
13074 - Photographer IV	26.05	
13075 - Photographer V	29.15	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	8.71	
15030 - Counter Attendant	8.71	
15040 - Dry Cleaner	10.94	
15070 - Finisher, Flatwork, Machine	8.71	
15090 - Presser, Hand	8.71	
15100 - Presser, Machine, Drycleaning	8.71	
15130 - Presser, Machine, Shirts	8.71	
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71	
15190 - Sewing Machine Operator	11.73	
15220 - Tailor	12.43	
15250 - Washer, Machine	9.31	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	18.95	
19040 - Tool and Die Maker	23.05	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	19.38	
21020 - Material Coordinator	19.05	
21030 - Material Expediter	19.05	
21040 - Material Handling Laborer	11.50	
21050 - Order Filler	13.21	
21071 - Forklift Operator	16.04	
21080 - Production Line Worker (Food Processing)	15.93	
21100 - Shipping/Receiving Clerk	13.15	
21130 - Shipping Packer	13.15	
21140 - Store Worker I	9.06	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05	
21210 - Tools and Parts Attendant	16.99	
21400 - Warehouse Specialist	16.04	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	22.24	
23040 - Aircraft Mechanic Helper	14.71	
23050 - Aircraft Quality Control Inspector	23.43	

23060 - Aircraft Servicer	17.82	
23070 - Aircraft Worker	18.09	
23100 - Appliance Mechanic	18.95	
23120 - Bicycle Repairer	14.43	
23125 - Cable Splicer	24.68	
23130 - Carpenter, Maintenance	18.95	
23140 - Carpet Layer	17.80	
23160 - Electrician, Maintenance	22.59	
23181 - Electronics Technician, Maintenance I	19.42	
23182 - Electronics Technician, Maintenance II	21.92	
23183 - Electronics Technician, Maintenance III	23.87	
23260 - Fabric Worker	16.61	
23290 - Fire Alarm System Mechanic	19.98	
23310 - Fire Extinguisher Repairer	15.69	
23340 - Fuel Distribution System Mechanic	21.05	
23370 - General Maintenance Worker	17.28	
23400 - Heating, Refrigeration and Air Conditioning Mechanic		20.87
23430 - Heavy Equipment Mechanic	19.98	
23440 - Heavy Equipment Operator	20.76	
23460 - Instrument Mechanic	19.98	
23470 - Laborer	14.27	
23500 - Locksmith	18.95	
23530 - Machinery Maintenance Mechanic		20.51
23550 - Machinist, Maintenance	21.52	
23580 - Maintenance Trades Helper	14.54	
23640 - Millwright	21.85	
23700 - Office Appliance Repairer	18.95	
23740 - Painter, Aircraft	21.29	
23760 - Painter, Maintenance	18.95	
23790 - Pipefitter, Maintenance	22.76	
23800 - Plumber, Maintenance	20.99	
23820 - Pneudraulic Systems Mechanic	19.98	
23850 - Rigger	19.98	
23870 - Scale Mechanic	17.88	
23890 - Sheet-Metal Worker, Maintenance		19.98
23910 - Small Engine Mechanic	20.05	
23930 - Telecommunication Mechanic I	22.21	
23931 - Telecommunication Mechanic II	23.41	
23950 - Telephone Lineman	22.21	
23960 - Welder, Combination, Maintenance		19.98
23965 - Well Driller	19.98	
23970 - Woodcraft Worker	19.98	
23980 - Woodworker	15.32	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	11.58	
24580 - Child Care Center Clerk	16.15	
24600 - Chore Aid	9.29	
24630 - Homemaker	16.75	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	22.57	

25040 - Sewage Plant Operator	19.52	
25070 - Stationary Engineer	22.57	
25190 - Ventilation Equipment Tender	15.24	
25210 - Water Treatment Plant Operator	19.72	
27000 - Protective Service Occupations		
(not set) - Police Officer	23.19	
27004 - Alarm Monitor	16.79	
27006 - Corrections Officer	18.10	
27010 - Court Security Officer	20.72	
27040 - Detention Officer	18.29	
27070 - Firefighter	20.97	
27101 - Guard I	11.51	
27102 - Guard II	15.16	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	19.89	
28020 - Hatch Tender	19.89	
28030 - Line Handler	19.89	
28040 - Stevedore I	18.71	
28050 - Stevedore II	21.11	
29000 - Technical Occupations		
21150 - Graphic Artist	22.81	
29010 - Air Traffic Control Specialist, Center (2)	32.70	
29011 - Air Traffic Control Specialist, Station (2)	22.54	
29012 - Air Traffic Control Specialist, Terminal (2)	24.82	
29023 - Archeological Technician I	15.78	
29024 - Archeological Technician II	17.58	
29025 - Archeological Technician III	21.94	
29030 - Cartographic Technician	23.33	
29035 - Computer Based Training (CBT) Specialist/ Instructor	31.26	
29040 - Civil Engineering Technician	22.19	
29061 - Drafter I	14.31	
29062 - Drafter II	16.57	
29063 - Drafter III	18.53	
29064 - Drafter IV	23.33	
29081 - Engineering Technician I	17.67	
29082 - Engineering Technician II	19.84	
29083 - Engineering Technician III	22.54	
29084 - Engineering Technician IV	27.49	
29085 - Engineering Technician V	33.62	
29086 - Engineering Technician VI	40.67	
29090 - Environmental Technician	21.22	
29100 - Flight Simulator/Instructor (Pilot)	36.95	
29160 - Instructor	26.54	
29210 - Laboratory Technician	18.56	
29240 - Mathematical Technician	23.70	
29361 - Paralegal/Legal Assistant I	20.03	
29362 - Paralegal/Legal Assistant II	24.82	
29363 - Paralegal/Legal Assistant III	30.35	
29364 - Paralegal/Legal Assistant IV	36.73	
29390 - Photooptics Technician	23.33	

29480 - Technical Writer	28.55	
29491 - Unexploded Ordnance (UXO) Technician I	20.78	
29492 - Unexploded Ordnance (UXO) Technician II	25.14	
29493 - Unexploded Ordnance (UXO) Technician III	30.13	
29494 - Unexploded (UXO) Safety Escort	20.78	
29495 - Unexploded (UXO) Sweep Personnel	20.78	
29620 - Weather Observer, Senior (3)	21.32	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30	
29622 - Weather Observer, Upper Air (3)	18.30	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	15.95	
31260 - Parking and Lot Attendant	8.62	
31290 - Shuttle Bus Driver	13.45	
31300 - Taxi Driver	12.71	
31361 - Truckdriver, Light Truck	13.89	
31362 - Truckdriver, Medium Truck	17.09	
31363 - Truckdriver, Heavy Truck	18.40	
31364 - Truckdriver, Tractor-Trailer	18.40	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	10.47	
99030 - Cashier	9.82	
99041 - Carnival Equipment Operator	12.35	
99042 - Carnival Equipment Repairer	13.30	
99043 - Carnival Worker	8.31	
99050 - Desk Clerk	9.78	
99095 - Embalmer	19.79	
99300 - Lifeguard	10.92	
99310 - Mortician	24.77	
99350 - Park Attendant (Aide)	13.71	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.12	
99500 - Recreation Specialist	16.99	
99510 - Recycling Worker	15.47	
99610 - Sales Clerk	11.08	
99620 - School Crossing Guard (Crosswalk Attendant)	11.37	
99630 - Sport Official	11.24	
99658 - Survey Party Chief (Chief of Party)	18.39	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.48	
99660 - Surveying Aide	11.43	
99690 - Swimming Pool Operator	13.93	
99720 - Vending Machine Attendant	10.73	
99730 - Vending Machine Repairer	13.93	
99740 - Vending Machine Repairer Helper	11.34	

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month



**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All

operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238,

or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

## REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**SECTION K  
REPRESENTATIONS, CERTIFICATIONS  
AND OTHER STATEMENTS OF OFFERORS**

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**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS**  
**AND OTHER STATEMENTS OF OFFERORS**

**FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(I) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and  
--

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(I) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

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*[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or per position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.  
(End of provision)

### **FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701©) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701©)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

\_\_\_\_\_ TIN: \_\_\_\_\_.

\_\_\_\_\_ TIN has been applied for.

\_\_\_\_\_ TIN is not required because:

\_\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_\_ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

\_\_\_\_\_ Sole proprietorship;

\_\_\_\_\_ Partnership;

\_\_\_\_\_ Corporate entity (not tax-exempt);

\_\_\_\_\_ Corporate entity (tax-exempt);

- \_\_\_\_\_ Government entity (Federal, State, or local);
- \_\_\_\_\_ Foreign government
- \_\_\_\_\_ International organization per 26 CFR 1.6049-4;
- \_\_\_\_\_ Other \_\_\_\_\_

(f) *Common Parent.*

\_\_\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

**AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)**

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.



(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(d) Enter DUNS number: \_\_\_\_\_.

(End of provision)

### **AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)**

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

### **FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(I) The offeror and/or any of its Principals –

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plan manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

©) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### **AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)**

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

<u>Name</u>	<u>Title</u>
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<u>Telephone:</u>	<u>E-Mail:</u>
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<u>Name</u>	<u>Title</u>
-------------	--------------

<u>Telephone:</u>	<u>E-Mail:</u>
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<u>Name</u>	<u>Title</u>
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<u>Telephone:</u>	<u>E-Mail:</u>
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(End of provision)

#### **END OF SECTION K**

## SECTION L

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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## SECTION L

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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#### **L.1 SOLICITATION DEFINITIONS (AOC) (NOV 1999)**

- .1 “Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
- .2 “Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
- .3 “Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

#### **L.2 SITE VISIT (AOC) (JUN 2003)**

- .1 Offerors are urged and expected to inspect the both the pickup and delivery locations and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.
- .2 A pre-proposal site visit will be conducted **on June 21, 2006 at 10:00 a.m. local time at the following address:**
- House Superintendent’s Office  
Rayburn House Office Building, Room B-337  
Independence Avenue, & South Capitol Street, S.W.  
Washington D.C. 20515.**
- .3 Those intending to participate shall meet at the address above. Information concerning the site visit may be obtained by telephoning Shola Matthews-Aroloye at (202)-226-0641.
- .5 Offerors are cautioned that notwithstanding any remarks or clarifications given at the site visit, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to site visit questions, or any solicitation amendment create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

#### **L.3 GENERAL INFORMATION (AOC) (MAY 2003)**

- .1 Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

.2 Offerors, including subcontractors if permitted under this solicitation, shall be individuals, partnerships, or corporations who are regularly engaged in the business covered by these specifications and who have established a satisfactory record in the past for performance of contracts of similar character and extent, and who maintain a regular force of workmen skilled in the performance of the work the offeror undertakes to perform upon submission of his proposal. Offerors shall be qualified, competent and amply able to finance and perform the work in a proper and satisfactory manner.

#### **L.4 INTERPRETATIONS (AOC) (SEP 1999)**

.1 Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail to [smatthews@aoc.gov](mailto:smatthews@aoc.gov) for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of: **Shola Matthews-Aroloye, Contract Specialist**, Procurement Division at least **five (5) calendar days prior to the date specified for receipt of proposals**. Written requests shall be transmitted via e-mail to [smatthew@aoc.gov](mailto:smatthew@aoc.gov) or via facsimile to (866) 221-4163. Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors and shall become a part of the contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted. Offerors shall acknowledge in Block 12 of the form entitled, "SOLICITATION, OFFER, AND AWARD," the receipt of all amendments. Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

#### **L.5 PREPARATION OF OFFERS (DEC 2002)**

.1 Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.

.2 Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 15 and return this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

.3 For each item offered, offers shall (1) show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

.4 Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

## **L.6 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL**

(a) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item (line item pricing, options and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in the lump sum price (Line Item Nos. 1 through 4, inclusive), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent.

(b) In addition, the Representations and Certifications, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.

(c) The Price Proposal will be submitted with the required documents in the following order:

- (1) The "SOLICITATION, OFFER, AND AWARD" FORM (original signature required in Block 15);
- (2) Section B - The "SCHEDULE" pages; and
- (3) Section K - The "REPRESENTATIONS AND CERTIFICATIONS".

(d) The offeror shall identify in the proposal any Government Furnished Property (i.e. Information Technology equipment) that will be required during the contract period or if access is required to the AOC network during this period.

## **L.7 AMENDMENTS TO SOLICITATION (AOC) (JUN 2003)**

.1 If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

.2 Offerors shall acknowledge receipt of any amendment to this solicitation by:

- .1 signing and returning the amendment,
- .2 identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer,
- .3 letter or telegram, or
- .4 facsimile, if facsimile offers are authorized in the solicitation.

The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

## **L.8 FAILURE TO SUBMIT OFFER**

.1 Recipients of this solicitation not responding with a offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a offer and does not notify the issuing office that future solicitations are desired, the recipient's name **will** be removed from the applicable mailing list.

## **L.9 SUBMISSION OF OFFERS (AOC) (JUN 2003)**

.1 Offers and offer modifications shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes addressed to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Shola Matthews-Aroloye, Room H2-263 Bid Room, Second and "D" Streets, S.W., Washington, DC with offeror's name and address in the upper left hand corner. Complete and attach the label, OF-17 Notice To Offeror, on the outside of the envelope/package. **Offers and modifications must be sent via Federal Express (FEDEX) or United Parcel Service (UPS). Hand-carried offers and modifications will be rejected.**

.2 To assist in tracking of offers, offerors are requested to fax a copy of their signed "Solicitation, Offer and Award" form as well as a copy of their FEDEX or UPS receipt to Shola Matthews-Aroloye (866) 221-4163 at the time of the issuance of their proposal.

## **L.10 SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS (AOC) (JUL 2003)**

.1 Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

.2 Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

.1 If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

.2 There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

.3 It is the only proposal received.

.3 However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

.4 Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

.5 If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the

solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

**.6** Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

**L.11 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates an award of a firm-fixed-price contract resulting from this solicitation.

END OF SECTION L



## SECTION M

### EVALUATION FACTORS FOR AWARD

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## **SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **M.1 CONTRACT AWARD (AOC) (JUN 2003)**

**.1** The Government will evaluate offers in response to this solicitation without discussions and will award a contract to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price standpoint. The Government reserves the right to conduct discussions.

**.2** The Government may (1) reject any or all offers, (2) accept other than the lowest offer, and (3) waive informalities or minor irregularities in offers received.

**.3** The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

**.4** A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph .3 of this article), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

**.5** Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

**.6** The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

#### **M.2 FAR 52-217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206 (b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

END OF SECTION M